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Attorneys for Plaintiffs,

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA (RIVERSIDE)

NAHUJA FERNANDO BRUNO AND  
PIERINA BELLOCCHIO,  
Plaintiffs,

v.

PPG INDUSTRIES, INC.,  
HOMAX PRODUCTS, INC.,  
LOWE'S HOME CENTERS, LLC  
AND DOES 1 TO 10, INCLUSIVE,  
Defendants.

Case No.:

**COMPLAINT FOR DAMAGES**

DEMAND FOR JURY TRIAL

1. Strict Liability
2. Negligence
3. Breach of Express Warranty
4. Loss of Consortium

Plaintiffs, NAHUJA FERNANDO BRUNO and PIERINA BELLOCCHIO, by and through their attorneys, hereby alleges as follows against Defendants, PPG INDUSTRIES, INC., HOMAX PRODUCTS, INC., LOWE'S HOME CENTERS, LLC AND DOES 1 TO 10, INCLUSIVE:

**PARTIES**

1. Plaintiffs, NAHUJA FERNANDO BRUNO and PIERINA BELLOCCHIO, are and were, at all relevant times, residents of the State of California and married to each other.

2. Plaintiffs were injured and suffered damages from acts and omissions by Defendants, and each of them, in the State of California. Plaintiff PIERINA BELLOCCHIO, is a Loss of Consortium

1 Plaintiff and has suffered the loss of her husband's comfort, society, companionship, and consortium  
2 due to his injuries in California.

3 3. The defendant, PPG INDUSTRIES, INC., is a Pennsylvania corporation and the parent  
4 company of Homax. PPG maintains its Corporate Headquarters at One PPG Place, Pittsburgh,  
5 Pennsylvania, 15272. It may be served by mail at its corporate headquarters, One PPG Place,  
6 Pittsburgh, PA 15272.

7 4. The defendant HOMAX PRODUCTS, INC. (hereinafter, "Homax") is a Delaware  
8 corporation formerly, but not currently, registered to transact intrastate business in California. Via a  
9 certificate it filed with the California Secretary of State on or about August 24, 2016, it has consented  
10 to receive service of process by mail c/o the defendant PPG INDUSTRIES, INC. ("PPG"), One PPG  
11 Place, Pittsburgh, PA 15272.

12 5. The defendant LOWE'S HOME CENTERS, LLC (hereinafter, "Lowe's") is a North Carolina  
13 corporation doing business at various locations in California. Its California agent for service of process  
14 is CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA  
15 95833-3505.

16 6. Plaintiffs do not know the true names of the defendants sued herein as does 1-10, inclusive,  
17 and each of them. Plaintiffs allege that each of the fictitiously named defendants is responsible in  
18 some manner for the occurrences herein ALLEGED, and caused the injuries and damages sustained by  
19 plaintiffs as herein alleged.

20 7. In engaging in the conduct alleged herein, each defendant acted as the agent for each of the  
21 other defendants.

22 8. At all times relevant to this action, the defendants intentionally, recklessly, and/or  
23 negligently concealed, suppressed, omitted, and/or misrepresented the risk of explosion of Homax  
24 Orange Peel Water-Based Aerosol Wall Texture (the "product"), and sold, advertised, promoted,  
25 marketed, and distributed the product as safe when in fact they knew that the product was not safe for  
26 its intended purpose(s), and that the product had caused, and would cause, serious injuries to users and  
27 others in the immediate vicinity of its use.

1           9. At all times relevant to this action, the defendants sold, designed, developed, manufactured,  
2 promoted, marketed, distributed, and warranted the product in interstate commerce, including  
3 California.

4                                   **JURISDICTION AND VENUE**

5           10. Jurisdiction in this action is based on 28 U.S.C. §§ 1332 and 1337. Plaintiffs and all  
6 Defendants are citizens of different states and the amount in controversy exceeds \$75,000, excluding  
7 interest and costs. Jurisdiction over the state law claims is based on 28 U.S.C. § 1367.

8           11. Venue is proper in this court under 28 U. S. C. §§ 1391(b)(2) because the Defendants are  
9 authorized to conduct business and have conducted substantial business in this district, have  
10 intentionally availed themselves of the laws within this district and are subject to personal jurisdiction in  
11 this district.

12                                   **FACTUAL ALLEGATIONS**

13           12. On May 5, 2022, at about 9 a.m. Mr. Bruno purchased two 20-ounce metal aerosol cans of  
14 Homax Orange Peel Water-Based Aerosol Wall Texture at Lowe's store #2294, located at 30472 Haun  
15 Road, Menifee, CA 92584. Neither aerosol can showed any outward sign of over-pressurization or  
16 anything else that would have warned plaintiff of any risk of explosion. Plaintiff also purchased nine-  
17 foot door molds, so he opened the back windows of his truck to accommodate the door molds and  
18 placed them and the aerosol cans in the rear seating area of his truck.

19           13. About noon the same day, plaintiff picked up both aerosol cans, intending to use them for a  
20 job in Menifee on which he was working. The aerosol cans were not hot to the touch, and plaintiff was  
21 able to hold them in his bare hands without difficulty or discomfort. Suddenly and with no warning, and  
22 without plaintiff shaking either can, one of the aerosol cans exploded into his face, causing serious and  
23 permanent injuries. Despite flushing his eyes with water almost immediately, plaintiff has permanent  
24 and severe vision loss, among other injuries.

25           14. Mr. Bruno does not have, or know the current state or possessor of, the can that exploded or  
26 any fragment thereof. However, his attorneys have the unexploded can, the bottom of which bears codes  
27 "21307" and "SC 39973."  
28

1 15. At all times relevant to this action, the defendants knew the can that exploded was over-  
2 pressurized, defective, and/or unsafe for the product's intended use and thus dangerous for the user(s).

3 16. At all times relevant to this action, the defendants failed to provide sufficient warnings and  
4 instructions that would have put plaintiff and the general public on notice of the dangers and adverse  
5 effects of the product's explosion.

6 17. The product was defective and dangerous as the defendants sold, supplied, designed,  
7 promoted, manufactured, marketed, and distributed it.

8  
9 **FIRST CAUSE OF ACTION**  
10 **(STRICT PRODUCT LIABILITY)**

11 18. All previous paragraphs are hereby incorporated herein by reference as if fully set forth  
12 herein.

13 19. The product was not reasonably safe for its intended use and was defective due to its over-  
14 pressurization and the lack of adequate warnings.

15 20. The defendants are strictly liable for designing, manufacturing, marketing, labeling,  
16 packaging, promoting, and selling a defective product.

17 21. As direct and proximate results of the defendants' acts and omissions, plaintiff has  
18 experienced and will continue to experience significant mental and physical pain and suffering, partial  
19 blindness, headaches, ear pain and hearing difficulty, pain and stiffness in his arms, shoulders, neck, and  
20 back, has undergone and will continue to undergo medical procedures, and has suffered financial or  
21 economic loss, including but not limited to medical expenses and lost income.

22 22. Further, as a direct and legal result of defendants acts and omissions, carelessness and  
23 wrongdoing, plaintiff has been prevented from attending to his usual occupation, and/or has had his  
24 capacity to engage in gainful employment diminished, all to his damages in an unknown amount at this  
25 time. Plaintiff will seek leave of court to plead and prove the amount of lost income and future loss of  
26 income according to proof at time of trial.

1 23. WHEREFORE the plaintiffs pray for judgment against each defendant as set forth herein.

2  
3 **SECOND CAUSE OF ACTION**

4 **(NEGLIGENCE)**

5 24. All previous paragraphs are hereby incorporated herein by reference as if fully set forth  
6 herein.

7 25. Each defendant had a duty to Mr. Bruno and other intended users to use reasonable care in  
8 designing, manufacturing, testing, marketing, labeling, packaging, promoting, inspecting, and selling the  
9 product.

10 26. The defendants were negligent in failing to use reasonable care to properly pressurize the  
11 product, to adequately inspect and test the product before its sale, and to give proper warnings and  
12 instructions for its use.

13 27. As a direct and proximate result of Defendants and Does 1-10's negligence, plaintiffs  
14 experienced significant mental and physical pain and suffering, sustained permanent injury, has  
15 undergone medical treatment and has suffered financial or economic loss, including, but not limited to,  
16 obligations for medical services and expenses, lost income, and other damages.

17 28. Further, as a direct and legal result of defendants alleged negligence, carelessness and  
18 wrongdoing, and each of them, plaintiff has been prevented from attending to his usual occupation,  
19 and/or has had his capacity to engage in gainful employment diminished, all to his damages in an  
20 unknown amount at this time. Plaintiff will seek leave of court to plead and prove the amount of lost  
21 income and future loss of income according to proof at time of trial.

22 29. WHEREFORE the plaintiffs pray for judgment against each defendant as set forth herein.

23 **THIRD CAUSE OF ACTION**

24 **(BREACH OF EXPRESS WARRANTY)**

25 30. All previous paragraphs are hereby incorporated by reference as if fully set forth herein.

26 31. Defendants and Does 1-10 made assurances as described herein to the general public that  
27 the Products were safe and reasonably fit for their intended purposes including but not limited to the  
28 warranties provided in the Product labeling and packaging.

1 32. Plaintiff chose the Product based upon Defendant's warranties and representations as  
2 described herein regarding the safety and fitness of the Product.

3 33. Plaintiff reasonably relied upon Defendant's express warranties and guarantees that the  
4 Products were safe, merchantable, and reasonably fit for their intended purposes.

5 34. Defendant breached these express warranties because the Product was unreasonably  
6 dangerous and defective as described herein and not as Defendant had represented.

7 35. Defendant's breach of their express warranties resulted in the explosion of the aerosol cans  
8 which was dangerous and defective, placing Plaintiff's health and safety in jeopardy.

9 36. As a direct and proximate result of the defendants' breach of express warranty, Mr. Bruno  
10 has suffered the injuries and damages, including lost wages, earning capacity and income, all to his  
11 special damage in an amount to be determined at the time of trial herein.

12 37. WHEREFORE, Plaintiffs pray for judgement against Defendants, and each of them, as  
13 hereinafter set forth.

14 **FOURTH CAUSE OF ACTION**

15 **(LOSS OF CONSORTIUM)**

16 38. All previous paragraphs are hereby incorporated herein by reference as if fully set forth herein.

17 39. As direct and proximate results of Mr. Bruno's injuries described above, Ms. Bellocchio has  
18 suffered and will continue to suffer the loss of her husband's consortium, companionship, society,  
19 affection, services, and support.

20 **PRAYER FOR RELIEF**

21 Plaintiff's pray for judgment for each alleged cause of action, as follows:

22 1. For past and future non-economic and general damages, according to proof at the time of trial;

23 2. For past and future economic/special damages, including but not limited to medical care,  
24 treatment, rehabilitation, attendant care costs, and loss of income, wages and earning potential, in an  
25 amount which will conform to proof at time of trial;

26 3. For punitive or exemplary damages in an amount to be determined at trial;  
27  
28

1 4. For such other and further relief as the Court deems just and proper.

2  
3 Dated: January 17, 2024

THE PADILLA LAW GROUP, LLP

4  
5 By: 

MICHAEL D. PADILLA, ESQ.

Attorneys for Plaintiffs

NAHUJA FERNANDO BRUNO and

PIERINA BELLOCCHIO

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10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands trial by jury on all issues triable of right by jury.

12  
13 Dated: January 17, 2024

THE PADILLA LAW GROUP, LLP

14  
15 By: 

MICHAEL D. PADILLA, ESQ.

Attorneys for Plaintiffs

NAHUJA FERNANDO BRUNO and

PIERINA BELLOCCHIO

**CERTIFICATE OF SERVICE**

I hereby certify that on January 17, 2024, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the CM/ECF registrants on record.

By: Marena L Mills  
Marena L. Mills